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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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	Aan	min Office:					
		HQAD					
		US Environmental Protection Agency William Jefferson Clinton Building					
		1200 Pennsylvania Avenue, N. W.					
		Mail Code: 3803R					
		Washington DC 20460					
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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

05/22/2019 68HERH19D0022

ORDER NO.

68HERH19F0194

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY
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0004	Option Year 3: Task Order Type: T&M Hours 3,250 NTE: \$385,951.01 Period of Performance: 05/22/2022 - 05/21/2023 (Option Line Item) 03/21/2022				Option	
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ENVIRONMENTAL PROTECTION AGENCY

Support for Safer Choice Labeling Program

CONTRACT: 68HERH19D0022

TASK ORDER NUMBER: 68HERH19F0194

PROJECT TITLE: Support for Safer Choice Labeling Program

1. PERFORMANCE WORK STATEMENT (PWS)

1.1. BACKGROUND AND PURPOSE

EPA's Safer Choice program (formerly called the Design for the Environment (DfE) program) is a cooperative, voluntary program that works with industry members and other partners to promote pollution prevention and the use of safer chemicals, processes, and technologies. The Safer Choice program assists industry in making informed, environmentally responsible choices by providing technical information on risk, performance, and cost, and by providing standardized analytical tools for industry application. Safer Choice also works collaboratively with other OPPT divisions to assess work plan and priority chemicals and functional alternatives.

Safer Choice Program

Safer Choice is EPA's premier program, housed within the Office of Pollution Prevention and Toxics (OPPT) in EPA's Office of Chemical Safety and Pollution Prevention (OCSPP), to identify and promote the use of safer chemicals and formulated products.

The Safer Choice program encourages partners to reformulate products to be environmentally safer, cost competitive, and effective. Currently, Safer Choice labels approximately 2,000 products made by almost 500 companies. More information on the Safer Choice program is available on the Safer Choice website at: http://www.epa.gov/saferchoice.

Safer Chemical Ingredients List

The Safer Chemical Ingredients List (SCIL) contains chemicals that meet the criteria of the Safer Choice program. This list of safer chemical ingredients is arranged by functional-use class and assists product manufacturers in identifying chemicals that the Safer Choice program has already evaluated and identified as being safer. Under this task order, the contractor will continue to develop and integrate existing data systems (e.g., ISIS, Access, Excel) for information needed in various Safer Choice programs, including chemical information for the SCIL and Low Priority Substances under TSCA, and stakeholder information for the Safer Choice program.

1.2 SCOPE OF WORK

The purpose of this procurement is to provide support for the Safer Choice program.

For all tasks described below, the contactor shall work in its own facilities, but may have access to Safer Choice space, as needed. The contractor will be required to have the ability to work in CBI secured spaces in an EPA building. The contractor may also be given tasks that can be performed remotely and would need to have CBI secured space for those activities. The contractor shall supply the necessary resources required for the performance of tasks. The scientific quality of assessments, reports, model tools, statistical programs and software, and their timely preparation in accordance with EPA deadlines, are of paramount importance in the performance of this contract.

The contractor shall have the necessary technical and scientific expertise, knowledge and experience to successfully perform all of the tasks identified below. In addition, the contractor shall have a quality assurance/quality control program that maintains the quality of products, as well as an ongoing training

program. This is intended to ensure that the contract staff produces quality products, and feedback from OPPT on needed improvements is communicated to the contractor's staff. The contractor shall maintain and make available upon request complete documentation of QA/QC practices and procedures.

Performance of work under this contract shall be initiated by task orders issued by the Contracting Officer and will encompass tasks in the following areas discussed below in Section 1.3 (TASKS).

- Logistical support (i.e. taking meeting notes, preparing responses to technical comments);
- Updating Safer Choice Criteria for Safer Chemical Ingredients and the Safer Choice Standard;
- Technical support, including chemical reviews, ensuring the data developed for the program is
 also relevant to designating chemicals as low-priority candidates under TSCA, and support in
 developing and integrating existing data systems for information needed for various Safer Choice
 projects; and
- Researching green chemistry innovations.

Please see the description of each individual project below for specific tasks, deliverables, and their schedule.

1.3 TASKS

(All tasks are covered under contract Section IV Task B.2: Safer Choice Program..)

The Task Order Contracting Officer's Representative (TOCOR) will review all deliverables in draft form and request revisions and/or provide comments to the contractor. The contractor shall prepare the final deliverables, incorporating the TOCOR's comments.

Section 508 compliance requirements. All deliverables shall be in compliance with Section 508, Accessibility Standards of the Rehabilitation Act of 1973, and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of the 508 Standards at: http://www.access-board.gov/sec508/guide/.

Contractor personnel shall at all times identify themselves as contractor employees and shall not present themselves as EPA employees. Furthermore, they shall not represent the views of the U.S. Government, EPA, or its employees. In addition, the contractor shall not engage in inherently governmental activities, including but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead.

TASK 1: Quality Assurance Project Plan and TO Management

The contractor shall implement a quality system that meets ANSI standard E4-2014 and prepare a quality assurance project plan (QAPP) following OPPT/EPA guideline. No work on the conduct of environmental data operations can begin until EPA approval of the QAPP is obtained.

The contractor shall maintain at least biweekly communications with the TOCOR regarding the status of the TO.

QA Requirements: A Quality Assurance Project Plan (QAPP) is required. A Quality Assurance Project Plan documents the planning, implementation, and assessment procedures for a particular project, as well as any specific quality assurance and quality control activities. It integrates all the technical and quality aspects of the project in order to provide a "blueprint" for obtaining the type and quality of environmental data and information needed for a specific decision or use. All work performed or funded by EPA that

involves the acquisition of environmental data must have an approved Quality Assurance Project Plan. Details for developing a QAPP can be found at: https://www.epa.gov/sites/production/files/2015-06/documents/g5-final.pdf and the Contractor shall be responsible for the development and revisions to the QAPP.

Quality Assurance (QA) Requirements. The contractor shall submit a written QAPP within 30 calendar days of receipt of this TO.

The contractor shall provide the following specific deliverables to the EPA TOCOR and Contract-Level COR:

	DELIVERABLE	FORM AND QUANTITY	SCHEDULE
TASK 1: SU	BMIT A QAPP		
Task 1a.	Submit QAPP and updates	1 QAPP; Revisions submitted as needed	Initial QAPP within 15 calendar days of task order award; Keep QAPP updated and submit revisions as needed.
Task 1b.	Submit final QA report	1 final QA report	With final progress report.

TASK 2: Submit Monthly Reports

The contractor shall write and submit monthly progress reports to the EPA Task Order Contracting Officer Representative (TOCOR). Progress reports shall describe completed work during the invoice period and should link to charges described in invoice documentation.

Routine progress reports shall include a written monthly technical progress report that includes the following in the case of each project that the contractor is involved in during the month:

- (a) an overview of work accomplished since project inception to to-date,
- (b) a description of work accomplished during the month,
- (c) a summary of QA/QC activities since project inception including a summary of corrective action taken,
- (d) a brief summary of anticipated work during the following month,
- (e) a summary and details of the costs incurred during the month and cumulatively, and
- (f) total remaining budget.

This report shall also be issued to the Contract-Level COR. Routine progress reports shall be delivered electronically; paper copies are not needed.

The Contractor shall notify the TOCOR and CO when 75, 90, and 100% of approved budget has been expended. No work on the conduct of environmental data operations can begin until EPA approval of the QAPP is obtained. Work not related to environmental data operations such as scoping how environmental data may be searched for or summarized once available including refinement of keywords, criteria, or report templates may begin prior to QAPP approval.

Failure to submit monthly progress reports with the information required will result in the suspension of the invoice until such supporting documentation is provided. Any deviations from the project such as work schedules, impediments encountered, and budget require approval from the EPA CO. The EPA CO may also initiate verbal communications with the contractor on an as needed basis to determine project status. The contractor may be required to separate the number of hours spent on different tasks, e.g., time spent on PMNs vs exemptions vs SNURs.

The contractor shall provide the following specific deliverables to the EPA TOCOR and Contract-Level COR:

	DELIVERABLE	FORM AND QUANTITY	SCHEDULE			
TASK 2: SU	TASK 2: SUBMIT MONTHLY REPORTS					
Task 2a.	Submit monthly progress report	1 report per month	Monthly, within 3 calendar days of invoice submission to EPA.			

TASK 3: Technical Support for the Safer Choice Program

Task 3.1: Technical Support for the Safer Choice Program

The contractor shall provide technical support to the TOCOR for the Safer Choice program. Examples of this technical support include website improvement; scoping new product sectors; accompanying the TOCOR to meetings (approximately 20-30 per 12-month period) or conference calls (approximately 15-25 per 12-month period); responding to and incorporating comments; preparing reports; taking notes at meetings; assisting Safer Choice in the transition of data from current to new data systems; reviewing chemicals and ingredients against Safer Choice and TSCA prioritization criteria; tracking information submitted to Safer Choice, NSF International, ToxServices, Gradient, and other qualified third party profilers (TPPs); for recognized products, maintaining Safer Choice measures; and providing standard correspondence with stakeholders. Specific technical comments to be addressed, information to be included, meetings to support or attend, and other activities will be identified by the TOCOR through written technical direction.

The contractor shall assume the need to respond to 5 inquiries per week and keep a log of chemical-based information and decisions in the Safer Choice Community.

Task 3.2: Updating Safer Choice Criteria for Safer Chemical Ingredients and the Safer Choice Standard

This task covers updating safer ingredient criteria and requirements in the Safer Choice Standard for the Safer Choice program. More information on the Safer Choice safer ingredient criteria is available on the Safer Choice web site at https://www.epa.gov/saferchoice/standard.

Project planning – The contractor shall work with the TOCOR to develop a detailed timeline that identifies milestones and assigns responsibilities and due dates.

Updating and adding ingredient classes – The contractor shall provide technical assistance to the TOCOR in reviewing the list of functional classes of ingredients used in cleaning and other products, and update the list and priorities based on the most efficient grouping of the classes and an assessment of available data.

Updates to the Standard and Criteria – The contractor shall develop draft and final updated versions of Safer Choice Criteria for Safer Chemical Ingredients and provide technical assistance for updates to the Safer Choice Standard.

Task 3.3: Documentation

The contractor shall submit copies of all background information, data and analyses used in the preparation

of the profiles and reports produced under this task, telephone conversation notes, correspondence, company product literature and deliver final documents in format directed by the TOCOR that may include files or database access.

Deliverables and Schedule under Task 3

In addition to the specific tasks summarized in the table below, other deliverables within the scope of the above task and a schedule in support of this task will be provided by the TOCOR in written technical direction.

The contractor shall provide the following specific deliverables to the EPA TOCOR:

	DELIVERABLE	FORM AND QUANTITY	SCHEDULE			
TASK 3: SU	TASK 3: SUPPORT FOR THE SAFER PRODUCT LABELING PROGRAM					
Task 3.1	Safer Choice Program Technical Support	As identified by TOCOR in written technical direction	14 calendar days after receipt of the request, or within the delivery schedule identified by the TOCOR in written technical direction			
Task 3.2	Develop updates to the Criteria for Safer Chemical Ingredients	1-2 draft updates per 12-month period	Meeting or teleconference to refine requirements: 30 days after identification of need by TOCOR Draft: 90 after TO approval Final: 150 days after TO approval			
Task 3.3	Provide Documentation	As identified by TOCOR in written technical direction	As identified by TOCOR in written technical direction			

1.4. REPORTING REQUIREMENTS AND DELIVERABLES

As described in Task 1, the contractor shall prepare a Quality Assurance Project Plan for this task order.

As described in Task 2 and in the invoice instructions, the Contractor shall provide a monthly report to the CO, COR and TOCOR which identifies project staff and all activities and milestones associated with the Task Order assignments planned and in progress. The monthly report in progress tasks shall be included in the monthly reports which will be referenced when the Voucher Validation review is performed monthly at the end of each billing cycle.

As per the Task Order or request for a proposal, the Contractor shall provide the Agency with a proposal within the timeframe specified for this Task Order. The EPA CO, TOCORs, or panel members will review the proposal and provide the Contractor with an approval or disapproval, and revision (if necessary) in writing. The timelines involved, will proceed as stipulated in the request for a proposal or Contract.

For most deliverables, the EPA TOCOR will assign a tentative due dates and instructions when work is

routed to the Contractor. If within three business days, the Contractor expresses no concern regarding the due date; the date shall be deemed settled by tacit agreement.

For each deliverable submitted electronically, the contractor shall submit electronic copies to EPA in a format that EPA can support. Deliverables shall be submitted through electronic mail, or through another method determined mutually acceptable by the contractor and EPA.

1.5. Acceptable Quality Level for Tasks

See Attachment: Quality Assurance Surveillance Plan

Performance Criteria Analysis – TASKS					
Performance Indicator	Standard	Acceptable Quality Level (AQL)			
Timely submission of report	Reports submitted within time frame pre-negotiated with Task Order COR	95%			
Free of substantive technical, guideline, or format errors	Reports submitted with zero substantive errors including but not limited to discrepancies, omissions, inaccuracies, and/or inappropriate data evaluation	95%			

Method of surveillance

Final deliverables prepared by the contractor undergo a secondary review process in OPPT. Each report has a designated EPA reviewer. The EPA reviewer conducts a review of the contractor's deliverable. The EPA reviewer will provide feedback to the TOCOR to send back to the contractor should revisions be needed. The TOCORs will compare agency due dates or approved revised due dates to completed date of reports, quarterly and calculate the percentage of late reports.

1.6. Period of Performance

The period of performance of this task order is:

Base: 12 months from award date

Option 1: 12 months from option exercise

Option 2: 12 months from option exercise

Option 3: 12 months from option exercise

Option 4: 12 months from option exercise

1.7. Task Order Type: Time & Materials

2. INSPECTION AND ACCEPTANCE

2.1 Quality Assurance Project Plan

The Contractor shall submit the following quality system documentation to the CO at the time frames identified below:

	Documentation	Specifications	Due
X	Plan for the Task Order	EPA Requirements for Quality Assurance Project Plans (QA/R-	14 days after TO
		5) [dated 03/20/11]	award

This documentation can be found on the following EPA website – https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

3. TASK ORDER ADMINISTRATION DATA

3.1 Contract Administration Representatives

Contracting Officer: Genine McElroy

Contract Specialist: N/A

Contract Level Contracting Officer's Representative: Bryan Lobar, lobar.bryan@epa.gov

Task Order Contracting Officer's Representative (TOCOR): Melanie Adams, adams.melanie@epa.gov

Alternate TOCOR: Alyson Lorenz, lorenz.alyson@epa.gov

3.2 INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

(End of Clause)

4. TASK ORDER CLAUSES

4.2 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this task order by written notice to the Contractor within 5 calendar days before the expiration of this task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

LOCAL CLAUSE - EPA-B-32-103A - LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items ___1_ through __5__ are severable and may be incrementally funded. For these items, the sum of \$168,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause

entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

RECALITOEATION.	PRIOR AMOUNT	THIS MOD.	NEW AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$0.00	\$0.00	\$363,745.20
Funded Amount:	\$0.00	\$0.00	\$168,000.00

(End of clause)

5. EPA-J-52-101 LIST OF ATTACHMENTS

Attachment 1: QUALITY ASSURANCE SURVEILLANCE PLAN

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE REQUIREMENT	PERFORMANCE MEASURE (PM)	PERFORMANCE STANDARD	SURVEILLANCE METHOD	INCENTIVES & DISINCENTIVES
MANAGEMENT AND COMMUNICATION: The contractor shall maintain contact with the EPA CO, COR, and TOCOR throughout the performance of the contract.	Contractor shall immediately bring potential problems to the appropriate EPA personnel and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3-days of occurrence.	All active task orders will be reviewed by the EPA to identify unreported issues.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Business Relations in the Contractor Performance Assessment Reporting System (CPARS).
TIMELINESS: For every Task Order awarded establishing a firm, specific delivery date for the generation of a report, the contractor shall deliver such report to the COR, TOCOR and CO no later than the time specified in the order's PWS.	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	95% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).
TECHNICAL QUALITY: For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and based on sound scientific methods. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.	All deliverables and related work must be complete, accurate, thorough, and professionally credible.	Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Task Orders shall be conducted in strict conformance with approved QA plans. Outputs shall withstand internal review by the US EPA and outside scientific reviewers.	EPA Staff will conduct secondary reviews of work completed by the contractor. Feedback will be provided.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Quality of Product or Service in the Contractor Performance Assessment Reporting System (CPARS).